KADUR DIVISION.

SALE OF TIMBER TREES IN HIGH FORESTS.

Notification, dated Chikmagalur, 26th February 1931.

It is hereby notified for general information that the right to cut and remove the following timber trees in the plantation areas in the undermentioned coupes in the State Forests in the Kadur Division for the year 1930-31, will be sold by public auction by the District Forest Officer, or the Range Officer as the case may be subject to the conditions mentioned below :—

Place of sale—Sangameswarapet. Date of sale—26th March 1931.

Coupe	Teak	Honne	Bete	Mathi	Nandi, jambe jalari and Lilvara, Bebbalsu	Other kinds	Total
		C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.
Malgode-Halagur State Forest. 20 acres.	..	150	50	400	100	300	1,000
Yelekal-Basavankote, State Forest, 20 acres.	..	50	10	150	250	340	800

The sale will commence at 2 P.M. precisely, on each day, and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below, and of the Conservator of Forests in other cases.

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of the timber in the Coupes and the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Departmental elephants can be hired, when available, for dragging timber, on payment of hire of Rs. 6 per male and Rs. 5 per female-elephant per day, rations to the elephant being supplied by the hirer at his own cost, it being clearly understood that the applicant will have to bear the whole charges for the days beginning that on which the animal is sent out for hire and sending with the day on which the animal reaches the place from which it had to start for the purpose.

N.B.—A working day is only of six hours.

Each bidder shall, before permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The standing timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer, conducting the sale as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1931.

(*b*) That he shall make the felling of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue, if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That, if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the Forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1931.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

S. VENKATAVARADIENGAR,
District Forest Officer.